

1 EILEEN M. DECKER
United States Attorney
2 LAWRENCE S. MIDDLETON
Assistant United States Attorney
3 Chief, Criminal Division
JULIUS J. NAM (Cal. Bar No. 288961)
4 SAURISH APPLEBY-BHATTACHARJEE (Cal. Bar No. 286264)
Assistant United States Attorneys
5 General Crimes Section
1200 United States Courthouse
6 312 North Spring Street
Los Angeles, California 90012
7 Telephone: (213) 894-4491/2917
Facsimile: (213) 894-0141
8 E-mail: julius.nam@usdoj.gov
saurish.bhattacharjee@usdoj.gov
9

Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

CR No. 15-00621-R-5

14 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
ARMEN KHALULYAN

15 v.

16 NAZAR DANIYELYAN, et al.,
-5) ARMEN KHALULYAN,

17 Defendants.
18

19
20 1. This constitutes the plea agreement between ARMEN KHALULYAN
21 ("defendant") and the United States Attorney's Office for the Central
22 District of California (the "USAO") in the above-captioned case.
23 This agreement is limited to the USAO and cannot bind any other
24 federal, state, local, or foreign prosecuting, enforcement,
25 administrative, or regulatory authority.

26 //

27 //

28 //

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Count One of the twenty-count indictment in United States v. Daniyelyan, et al., CR No. 15-00621-R, which charges defendant with conspiracy to possess fifteen or more unauthorized access devices, in violation of 18 U.S.C. § 1029(b)(2).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with Pretrial Services, the United States Probation Office, and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant lacks the ability to pay and prior to sentencing submits a completed financial statement on a form to be provided by the USAO.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

1 b. Abide by all agreements regarding sentencing contained
2 in this agreement.

3 c. At the time of sentencing, move to dismiss the
4 remaining counts of the indictment as against defendant. Defendant
5 agrees, however, that at the time of sentencing the Court may
6 consider any dismissed charges in determining the applicable
7 Sentencing Guidelines range, the propriety and extent of any
8 departure from that range, and the sentence to be imposed.

9 d. At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offense up to
11 and including the time of sentencing, recommend a two-level reduction
12 in the applicable Sentencing Guidelines offense level, pursuant to
13 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
14 additional one-level reduction if available under that section.

15 e. Recommend that defendant be sentenced to a term of
16 imprisonment no higher than the low end of the applicable Sentencing
17 Guidelines range, provided that the offense level used by the Court
18 to determine that range is 19 or higher. For purposes of this
19 agreement, the low end of the Sentencing Guidelines range is that
20 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,
21 without regard to reductions in the term of imprisonment that may be
22 permissible through the substitution of community confinement or home
23 detention as a result of the offense level falling within Zone B or
24 Zone C of the Sentencing Table.

25 NATURE OF THE OFFENSE

26 4. Defendant understands that for defendant to be guilty of
27 the crime charged in Count One, that is, conspiracy to possess
28 fifteen or more unauthorized access devices, in violation of 18

1 U.S.C. § 1029(b)(2), the following must be true: (1) there was an
2 agreement between two or more persons to commit at least one
3 violation of 18 U.S.C. § 1029(a); (2) defendant became a member of
4 the conspiracy knowing of at least one of its objects and intending
5 to help accomplish it; and (3) one of the members of the conspiracy
6 performed at least one overt act for the purpose of carrying out the
7 conspiracy.

8 PENALTIES

9 5. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of 18 U.S.C. § 1029(b)(2)
11 as alleged in Count One of the indictment is: a term of imprisonment
12 not longer than one-half the period provided as the maximum
13 imprisonment for a violation of 18 U.S.C. § 1029(a)(3) pursuant to 18
14 U.S.C. § 1029(c)(1)(A)(i), and a fine of an amount not greater than
15 the amount provided as the maximum fine for a violation of 18 U.S.C.
16 § 1029(a)(3) pursuant to 18 U.S.C. § 1029(c)(1)(A)(i), which
17 therefore results in a statutory maximum sentence of: five years
18 imprisonment; a fine of \$250,000 or twice the gross gain or gross
19 loss resulting from the offense, whichever is greatest; a three-year
20 period of supervised release; and a mandatory special assessment of
21 \$100.

22 6. Defendant understands that supervised release is a period
23 of time following imprisonment during which defendant will be subject
24 to various restrictions and requirements. Defendant understands that
25 if defendant violates one or more of the conditions of any supervised
26 release imposed, defendant may be returned to prison for all or part
27 of the term of supervised release authorized by statute for the
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than
2 the statutory maximum stated above.

3 7. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.
7 Defendant understands that once the court accepts defendant's guilty
8 plea, it will be a federal felony for defendant to possess a firearm
9 or ammunition. Defendant understands that the conviction in this
10 case may also subject defendant to various other collateral
11 consequences, including but not limited to revocation of probation,
12 parole, or supervised release in another case and suspension or
13 revocation of a professional license. Defendant understands that
14 unanticipated collateral consequences will not serve as grounds to
15 withdraw defendant's guilty plea.

16 8. Defendant understands that, if defendant is not a United
17 States citizen, the felony conviction in this case may subject
18 defendant to: removal, also known as deportation, which may, under
19 some circumstances, be mandatory; denial of citizenship; and denial
20 of admission to the United States in the future. The court cannot,
21 and defendant's attorney also may not be able to, advise defendant
22 fully regarding the immigration consequences of the felony conviction
23 in this case. Defendant understands that unexpected immigration
24 consequences will not serve as grounds to withdraw defendant's guilty
25 plea.

26 //

27 //

28 //

FACTUAL BASIS

9. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement, but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Beginning on an unknown date, and continuing through on or about October 21, 2015, defendant entered into an agreement between one or more other persons to operate a credit card skimming operation. Defendant and his co-conspirators manufactured credit card skimmers using components purchased from electronic stores, and designed to be installed into the point-of-sale terminal of gas station pumps. Defendant and his co-conspirators used a large van to pull-up next to a gas pump. The doors of the van would open outward and obstruct any onlooker's view of the gas pump. Defendant and his co-conspirators would force open the point-of-sale terminal at the pump and attach the skimmer to the electronic components of the pump. Once installed, each skimmer collected real debit and credit card numbers used to purchase gasoline by unsuspecting customers at that pump. The skimming devices were also equipped with Bluetooth technology, which allowed defendant and his co-conspirators to access the skimmers remotely and obtain the stolen credit and debit card numbers stored on the skimming devices using a cellular telephone, computer, tablet, or similar device. Defendant and his co-conspirators installed these skimmers at gas station pumps throughout Los Angeles,

1 Orange, and Riverside Counties. Defendant entered into this
2 agreement to steal real credit or debit card numbers and other
3 customer information, knowing of at least one of the agreement's
4 objectives and intending to help accomplish it. In furtherance of
5 this agreement, defendant and his co-conspirators committed at least
6 the following act:

- 7 • On June 13, 2014, defendant, along with other members of the
8 conspiracy, traveled to the following gas stations:
9 (1) Chevron Gas Station located at 9225 S. Brookhurst Street,
10 Anaheim, California; (2) Chevron Gas Station located at 13712
11 Golden West Street, Westminster, California; (3) Chevron Gas
12 Station located at 4505 W. First Street, Santa Ana,
13 California; and (4) Chevron Gas Station located at 10961 S.
14 Beach Boulevard, Stanton, California. While at these gas
15 stations, and with defendant's assistance to block the view
16 of point-of-sale terminals and distract gas station
17 employees, members of the conspiracy installed a skimming
18 device at a point-of-sale terminal at each gas station in
19 order to steal customers' credit card and debit card numbers.
- 20 • On July 30, 2014, defendant, along with other members of the
21 conspiracy, traveled to the following gas stations:
22 (1) 76 Gas Station located at 11954 Santa Monica Boulevard,
23 Los Angeles, California; (2) Shell Gas Station located at
24 10991 Santa Monica Boulevard, Santa Monica, California 90025;
25 and (3) United Oil Station located at 4931 W. Pico Boulevard,
26 Los Angeles, California. While at these gas stations, and
27 with defendant's assistance to block the view of point-of-
28 sale terminals and distract gas station employees, members of

1 the conspiracy installed a skimming device at a point-of-sale
2 terminal at each gas station in order to steal customers'
3 credit card and debit card numbers.

- 4 • On October 15, 2014, defendant, along with other members of
5 the conspiracy traveled to the following gas stations:
6 (1) Chevron Gas Station located at 8980 Warner Avenue,
7 Fountain Valley, California; and (2) 76 Gas Station located
8 at 12071 Seal Beach Boulevard, Seal Beach, California. While
9 at these gas stations, and with defendant's assistance to
10 block the view of point-of-sale terminals and distract gas
11 station employees, members of the conspiracy attempted to
12 install a skimming device at a point-of-sale terminal at each
13 gas station.

14 Defendant and his co-conspirators had access to the real credit and
15 debit card numbers stored on the skimming devices installed in the
16 point-of-sale terminals, and knew that these stolen credit and debit
17 card numbers would be used, without authorization, to make fraudulent
18 purchases.

19 On October 21, 2015, two of defendant's co-conspirators
20 possessed a total of at least 494 blank credit cards that were
21 encoded with real credit and debit card numbers, many of which were
22 obtained from skimming devices installed at gas station point-of-sale
23 terminals with defendant's assistance, and which defendant and his
24 co-conspirators knew belonged to real accounts opened by real
25 individuals. Defendant knew and intended that the blank credit cards
26 encoded with real credit and debit card numbers obtained with
27 defendant's assistance would be used by members of the conspiracy,
28 without authorization, to make fraudulent purchases. At such time,

1 defendant's co-conspirators also knowingly possessed the names of the
2 credit and debit cardholders that corresponded to the blank credit
3 cards that were encoded with real credit and debit card numbers,
4 which had been obtained with defendant's knowing assistance.

5 Additionally, on October 21, 2015, one of defendant's co-
6 conspirators possessed at the co-conspirator's residence access
7 device-making equipment, including a computer connected to a magnetic
8 card reader and writer. Defendant knew that this device making
9 equipment would be used for the purpose of creating counterfeit and
10 unauthorized access devices using the real credit card and debit card
11 numbers that defendant and other members of the conspiracy obtained
12 using the skimming devices.

13 SENTENCING FACTORS

14 10. Defendant understands that in determining defendant's
15 sentence the Court is required to calculate the applicable Sentencing
16 Guidelines range and to consider that range, possible departures
17 under the Sentencing Guidelines, and the other sentencing factors set
18 forth in 18 U.S.C. § 3553(a). Defendant understands that the
19 Sentencing Guidelines are advisory only, that defendant cannot have
20 any expectation of receiving a sentence within the calculated
21 Sentencing Guidelines range, and that after considering the
22 Sentencing Guidelines and the other § 3553(a) factors, the Court will
23 be free to exercise its discretion to impose any sentence it finds
24 appropriate up to the maximum set by statute for the crime of
25 conviction.

26 //

27 //

28 //

11. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)]
Loss of More Than \$250,000	+12	[U.S.S.G. § 2B1.1(b)(1)(G)]
10 or More Victims:	+2	[U.S.S.G. § 2B1.1(b)(2)(A)]
Trafficking of Unauthorized Access Devices:	+2	[U.S.S.G. § 2B1.1(b)(11)]

12. Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF RETURN OF DIGITAL DATA

16 16. Understanding that the government has in its possession
17 digital devices and/or digital media seized from defendant, defendant
18 waives any right to the return of digital data contained on those
19 digital devices and/or digital media and agrees that if any of these
20 digital devices and/or digital media are returned to defendant, the
21 government may delete all digital data from those digital devices
22 and/or digital media before they are returned to defendant.

23 WAIVER OF APPEAL OF CONVICTION

24 17. Defendant understands that, with the exception of an appeal
25 based on a claim that defendant's guilty plea was involuntary, by
26 pleading guilty defendant is waiving and giving up any right to
27 appeal defendant's convictions on the offense to which defendant is
28 pleading guilty.

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 18. Defendant agrees that, provided the Court imposes a total
3 term of imprisonment on all counts of conviction of not more than 46
4 months, defendant gives up the right to appeal all of the following:
5 (a) the procedures and calculations used to determine and impose any
6 portion of the sentence; (b) the term of imprisonment imposed by the
7 Court; (c) the fine imposed by the court, provided it is within the
8 statutory maximum; (d) the term of probation or supervised release
9 imposed by the Court, provided it is within the statutory maximum;
10 and (e) any of the following conditions of probation or supervised
11 release imposed by the Court: the conditions set forth in General
12 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
13 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
14 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

15 19. The USAO agrees that, provided all portions of the sentence
16 are at or below the statutory maximum specified above, and the Court
17 imposes a total term of imprisonment on all counts of conviction of
18 not less than 37 months, the USAO gives up its right to appeal any
19 portion of the sentence.

20 WAIVER OF COLLATERAL ATTACK

21 20. Defendant also gives up any right to bring a post-
22 conviction collateral attack on the convictions or sentence, except a
23 post-conviction collateral attack based on a claim of ineffective
24 assistance of counsel, a claim of newly discovered evidence, or an
25 explicitly retroactive change in the applicable Sentencing
26 Guidelines, sentencing statutes, or statutes of conviction.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 21. Defendant agrees that if, after entering a guilty plea
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 22. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, or the loss amount enhancement
20 imposed by the Court to which the parties stipulated in this
21 agreement is vacated or set aside, both the USAO and defendant will
22 be released from all their obligations under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 23. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

BREACH OF AGREEMENT

24. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

25. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND PROBATION OFFICE NOT PARTIES

13 26. Defendant understands that the Court and the United States
14 Probation Office are not parties to this agreement and need not
15 accept any of the USAO's sentencing recommendations or the parties'
16 agreements to facts or sentencing factors.

17 27. Defendant understands that both defendant and the USAO are
18 free to: (a) supplement the facts by supplying relevant information
19 to the United States Probation Office and the Court, (b) correct any
20 and all factual misstatements relating to the Court's Sentencing
21 Guidelines calculations and determination of sentence, and (c) argue
22 on appeal and collateral review that the Court's Sentencing
23 Guidelines calculations and the sentence it chooses to impose are not
24 error, although each party agrees to maintain its view that the
25 calculations in paragraph 11 are consistent with the facts of this
26 case. While this paragraph permits both the USAO and defendant to
27 submit full and complete factual information to the United States
28 Probation Office and the Court, even if that factual information may

1 be viewed as inconsistent with the facts agreed to in this agreement,
2 this paragraph does not affect defendant's and the USAO's obligations
3 not to contest the facts agreed to in this agreement.

4 28. Defendant understands that even if the Court ignores any
5 sentencing recommendation, finds facts or reaches conclusions
6 different from those agreed to, and/or imposes any sentence up to the
7 maximum established by statute, defendant cannot, for that reason,
8 withdraw defendant's guilty plea, and defendant will remain bound to
9 fulfill all defendant's obligations under this agreement. Defendant
10 understands that no one - not the prosecutor, defendant's attorney,
11 or the Court - can make a binding prediction or promise regarding the
12 sentence defendant will receive, except that it will be within the
13 statutory maximum.

14 NO ADDITIONAL AGREEMENTS

15 29. Defendant understands that, except as set forth herein,
16 there are no promises, understandings, or agreements between the USAO
17 and defendant or defendant's attorney, and that no additional
18 promise, understanding, or agreement may be entered into unless in a
19 writing signed by all parties or on the record in court.

20 //

21 //

22 //


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.


AGREED AND ACCEPTED:

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

EILEEN M. DECKER
United States Attorney


JULIUS J. NAM
Assistant United States Attorney

3-8-2016
Date


ARMEN KHALULYAN
Defendant

3-5-2016
Date



ALEX KESSEL
Attorney for Defendant
ARMEN KHALULYAN

3-7-2016
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences

1 of entering into this agreement. No promises, inducements, or
2 representations of any kind have been made to me other than those
3 contained in this agreement. No one has threatened or forced me in
4 any way to enter into this agreement. I am satisfied with the
5 representation of my attorney in this matter, and I am pleading
6 guilty because I am guilty of the charge and wish to take advantage
7 of the promises set forth in this agreement, and not for any other
8 reason.

9 
10 ARMEN KHALULYAN
11 Defendant

3-5-2016
12 Date

13
14
15
16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am ARMEN KHALULYAN's attorney. I have carefully and
18 thoroughly discussed every part of this agreement with my client.
19 Further, I have fully advised my client of his rights, of possible
20 pretrial motions that might be filed, of possible defenses that might
21 be asserted either prior to or at trial, of the sentencing factors
22 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
23 provisions, and of the consequences of entering into this agreement.
24 To my knowledge: no promises, inducements, or representations of any
25 kind have been made to my client other than those contained in this
26 agreement; no one has threatened or forced my client in any way to
27 enter into this agreement; my client's decision to enter into this
28 agreement is an informed and voluntary one; and the factual basis set

1 forth in this agreement is sufficient to support my client's entry of
2 guilty plea pursuant to this agreement.

3 
4 _____
5 ALEX KESSEL
6 Attorney for Defendant
7 ARMEN KHALULYAN
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3-7-16

Date